

CITY AND GANG IN GRAPPLE TO DEATH

(Continued from First Page.)

criticized severely for his evident friendship for the bosses since his installation, his act yesterday has caused the citizens to forget the past.

He was greeted with cheers as he arrived at the Union and the crowd for luncheon at noon, and during the day some of the city's most prominent men congratulated him for his bold stand.

Mr. McGilvray, who has been elected directors have refused to open their mouths relative to the present situation. They do not conceal their feelings for Mayor, whom they elected and who has forsaken them to lead the popular opposition.

The reform organizations of the city are continuing with a vim the plans to elect the Mayor. The largest of which took place at the Bourse.

Mr. Kline, one of the leaders in the fight against the gas lease, and the principal address was delivered by Colonel Potter, the new director of public safety.

Colonel Potter said:

"I have been suddenly taken from private life to public office. Hereafter, I have been telling the people of my ward to individually do their share in cleansing this great city, and to-night I am myself called upon to take part in the administration of what I may term a new government for the city of Philadelphia."

This new government will be for the people, and not for a few contractors who have been making millions of dollars in times. We face the most unscrupulous men that ever undertook to plunder the community, and we must have a man who will stand by our colors and fight them until we have driven them out of the city."

The new director then took up the gas lease question, and severely scored all who had a hand in the passage of the ordinance.

More Is Coming.

The next city election will be held in November, when a sheriff and coroner are to be elected. The candidate for sheriff is Harry C. Runley, president of the Select Council, and an advocate of the gas lease. It is likely that the reform organizations of the city will center their strength on the election of the Mayor.

While the Mayor refuses to say what his future action will be regarding other office holders who oppose him it is believed that he is not through with his work in this direction. There is much uneasiness displayed by thousands of office holders lest they be caught in the political vortex.

The new directors refuse to say what plans they have mapped out, and until they make some announcement the political situation will remain in a chaotic state.

The New Directors.

A. Lincoln Acker was born in Philadelphia, February 15, 1870. He attended the public schools and was graduated from the Central High School.

He has been one of the most active political and social conditions of his native city, and he has always been among the first to offer his active support to any movement for civic betterment. It is said that not even the postal authorities themselves know more about postal laws and postal conditions than he.

Mr. Acker's keen interest in everything that pertains to the city of his birth, he has never before held a position of office. This was not because the citizens did not offer. On the other hand, Mr. Acker might have had almost anything he cared to ask for, and on more than one occasion the office has sought him out.

At the time of John Weaver's election as Mayor, he perhaps had no closer friend in the city than Mr. Acker, who was generally accepted as a fact that Mr. Acker would form one of the new city cabinet. Mr. Acker has been persistently refused to enter politics.

After Representative Pender's death

he was talked of as a candidate for the House of Representatives for Congress in the Fourth District, but again he declared that he was not a candidate for any political office.

Previous record it is believed

that Mr. Acker has subordinated his own wishes to the public good in accepting the post made vacant by the death of Representative Pender.

Sketch of Colonel Potter.

Colonel Sheldon Potter is forty-four years old and was born and educated in Philadelphia. In 1887 he was elected to the Board of Directors of the Germantown Academy, and the Germantown Academy, he took a course of civil engineering at the University of Pennsylvania, and also of existence now.

He was graduated from that institution at the age of twenty and for several years followed the profession of the civil engineer. He was engaged on the Central survey in Florida and laid out the Central Florida railway.

He decided to study law, and entered the office of Samuel C. Perkins as a student. In 1889 he was admitted to the bar, and after that he was engaged in a law office. He was formed a partnership with Leoni Melick, and the firm is now Melick, Potter & Dechert.

Colonel Potter's military career began with his enlistment as a private in Battery A in 1872. He became lieutenant in 1874, and was promoted to captain in 1876. He was then promoted to major, and was later promoted to lieutenant colonel. He was then promoted to colonel, and was later promoted to major general.

Colonel Potter's military career

has been a long and distinguished one. He has served in the Spanish-American war, and has been awarded several medals and decorations. He has also served in the Philippine Islands, and has been awarded several medals and decorations.

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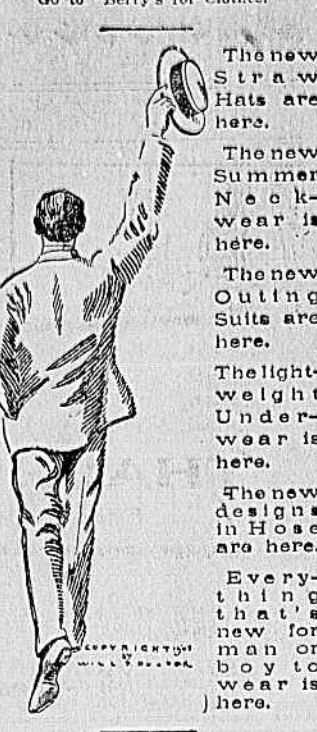
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To be dressed in best style,
From your crown to your toes,
Do like all those who know,
Go to "Herry's for Clothes."



O.H. Berry & Co.
MEN'S & BOYS' CLOTHES

PROBING BOOK MATTER DEEPLY

(Continued from First Page.)

gentlemen composing it. One-third of the department is just one-eighth of the board."

Mr. Eggleston then read this regulation: "The law requires that the superintendent of public instruction shall prepare suitable registers, blank forms, etc., and that every teacher in the public free schools shall keep a daily register of facts pertaining to his school in such form as the school regulations shall require. Accordingly the superintendent has had prepared the Virginia School Register, which has been adopted by the Board of Education for exclusive use in the public schools."

Continuing, Mr. Eggleston stated that this law contemplated that the only cost in connection with the Register should be that of printing, the work of preparing the Register is to be done by the superintendent of public instruction. He charged that the Register could be produced or printed for considerably less than the price at which the one in use is sold. He had several bids from responsible firms who agreed to print the Register at a much lower figure than the price at which it was being sold. He charged that the Register could be produced or printed for considerably less than the price at which the one in use is sold. He had several bids from responsible firms who agreed to print the Register at a much lower figure than the price at which it was being sold.

Specifies the Charge.

Major Anderson: "Your charge would imply that the board had been receiving either by the superintendent of education in whole or part or by concealment or suppression."

Mr. Eggleston: "My charge is that the board was not conversant with the full facts concerning the Register."

Major Anderson: "The first concern of this board is to ascertain whether or not a member of the board, employee or officer of the department has imposed on the board."

Mr. Eggleston: "If it is a fact that a member of the board has imposed on the board, that is a different matter. It is no more legitimate for any one save the printer to make a profit on the Register than it is for any one to make a profit on the Register. If there is a profit, and I charge there is, somebody gets it, and ought not to get it."

Major Anderson: "The charge of Mr. Eggleston involves a moral charge. If any one has been false to his duty to the Commonwealth, if we have been deceived by misrepresentation, deception or suppression, or the contract for the Register has been obtained by fraud, the Register should be known and the contract cancelled."

At this point Mr. Eggleston read a letter signed by Mr. J. P. Thomas, and published in the Richmond press, stating that he is the owner of the Register, and that he gets a profit out of it.

Mr. Thomas: "Do you mean to imply that the board is not conversant with the full facts concerning the Register?"

The board suggested that Mr. Thomas could ask his question later, but that it was not in order at the time.

Mr. Jenkins on Stand.

At this point, the inquiry being thus opened, Mr. Eggleston requested that Mr. L. H. Jenkins testify. Mr. Jenkins took the stand, but was not sworn, nor were any of the witnesses, and in answer to questions, stated substantially the following: The Hermitage Press, successors to the J. L. Hill Printing Company, January 1st of this year, when it succeeded the J. L. Hill Printing Company. From 1900 until that date the J. L. Hill Printing Company had published the Register, and he, Mr. Jenkins, was the owner of the Register, and that he gets a profit out of it.

Mr. Eggleston asked: "Mr. Thomas, do you object to his answering the question?"

Mr. Thomas: "Why should I be singled out and called on to state the cost of my book, when authors of other textbooks are not required to do so?"

Major Anderson: "It appears to me that there is a different case. There is a specific charge here, and no charge in the case of any other book."

Mr. Jenkins contended that the relation of publisher and author is different from that of publisher and printer. Mr. Eggleston asked that Mr. Jenkins produce his books. "If Mr. Jenkins knows, and you (Mr. Thomas) do not object to our knowing what's the matter about the books?"

Some one suggested that it was a matter of delay only, whereupon Mr. Patterson, counsel for Mr. Eggleston, stated that they did not wish to delay the proceedings, and if the books were produced later it was satisfactory.

Gives His Consent.

Mr. Thomas: "I have no objection to the (Jenkins) stating the price of the Register."

had done so since the Hermitage Press became successor to the Hill Printing Company. The Register was usually printed in lots of 2,000, the Hermitage Press printing and binding, shipping and collecting therefor, and paying all profits over and above the contract price for printing, to Mr. Thomas. The contract price was twenty-five cents per copy, and where postage had to be paid, twelve cents additional was charged for postage. The Register by mail was sent at a price of 35 cents. No explanation was made of the odd three cents over and above the postage. Mr. Jenkins read from a memorandum he had prepared, as follows, showing the output of the publication in the years covered by the Register to be as follows: August, 1900, 2,000 copies; November, 1900, 1,000 copies; August, 1901, 2,000 copies; September, 1902, 2,000 copies; September, 1903, 2,000 copies; August, 1904, 2,000 copies. Mr. Thomas volunteered the statement that from 2,000 to 2,400 copies were printed and sold a year. If the publisher got fifty cents profit on each of these, he would get a return of 100 cents per year. Mr. Jenkins further testified that they had been manufacturing the Registers for Mr. Thomas since August, 1900.

Most Important Question.

Mr. Eggleston asked a question that proved the most important of the investigation. "With whom have you your accounts? Have you the account on your books with Mr. Thomas alone?"

Mr. Jenkins objected to answering the question, explaining that the relation of publisher and patron forbade his doing so without Mr. Thomas's consent. Mr. Thomas offered no objection to his answering.

"Do your books show that anybody in this department is connected with the publication of the Register?" asked the questioner.

Answer by Mr. Jenkins: "I do not know whether they are or not."

Mr. Patterson asked for the names. Mr. Jenkins then urged by the Board as well as Mr. Eggleston's attorney, stated that when he took charge of the Register, he found the account in the name of Thomas & McGilvray. We continued it along in that way until now, but made out the checks in the name of Mr. Thomas.

Mr. Eggleston: "Do you have business with Mr. Thomas in school blanks in the name of Mr. Thomas. When you make out accounts for the Register, do you make them out to Mr. Thomas or to Mr. Thomas and others?"

"We give him school blanks for the spelling blanks and for the Registers. He usually comes after them, I believe," said Mr. Jenkins.

Mr. Jenkins stated that this procedure was in vogue when the business came into his hands, and he disclaimed any further knowledge or how or why, suggesting that Mr. J. L. Hill would know more about that than he.

Mr. Hill was "phoned for" and a short time later he appeared. He stated that by Mr. Eggleston: Mr. Jenkins, did you enter those contracts in the names stated?"

Mr. Jenkins: "No, sir. I found the accounts on the books in those names and continued them."

Major Anderson: "To whom are the checks for the royalties on the Register made payable?"

Answer: "To Mr. Thomas."

Question: "What connection had Mr. McGilvray with the business?"

Answer: "To my knowledge, none."

Question: "When sent by mail to whom are they addressed?"

Answer: "To Mr. Thomas."

Question: "Montague asked: 'Why are the accounts kept to Thomas & McGilvray, instead of with Mr. Thomas?'"

Mr. Jenkins: "Mr. Thomas made the contract and we pay him the money."

Question by Mr. Thomas: "What right has Mr. McGilvray to make out the checks to his name?"

Mr. McGilvray, if the account is kept in this way?"

Mr. McGilvray here interposed to say: "I have not now and have never had any pecuniary interest in the Register. Inasmuch as the gentleman (Mr. Eggleston) seeks to involve me, I desire to be represented by counsel."

Mr. Eggleston asked: "Are you not trying to involve anybody. We are merely trying to bring out the facts."

Mr. McGilvray, satirically: "Yes; the so-called facts."

Mr. Patterson: "Call them what you will."

Mr. P. P. Brent, secretary of the Board of Education, took a hand as catchall, asking several questions designed to show that the registers are not sent out at frequent intervals, but at stated periods, about once a year, and that they last for several years more. The answer was that they were usually sent out in May and September, one or both.

By Mr. Thomas: "Do I get the difference between the cost and the sale price?"

Answer by Mr. Jenkins: "No, I do not know."

Walter J. Hill answered: "No, sir; the dealer's account comes off and the dealer pays express or mail charges or freight."

Mr. Thomas stated that it appeared here that he could get the fifty cents difference between the printer's cost and the sale price, which was a mistake.

Mr. Eggleston elicited the statement that the district school clerks pay the full retail price for the registers.

Mr. Brent, the clerk, asked: "Suppose you had to open an account with 500 or 600 district boards, would you add the book price which was a mistake?"

Mr. Eggleston: "The department undertook to publish that register. It has no funds with which to do so. Mr. Brent continued to discuss the question, until reminded by the Governor that he was permitted to ask a question."

The Same Contract.

Mr. Eggleston: "If the department should make a direct contract with you (Mr. Jenkins) to sell and deliver to you, not just that for the State for 25 cents, just as you are doing now?"

Answer: "Yes; just as we do now."

Mr. Thomas: "But that register belongs to me."

Governor Montague: "Do you (Mr. Jenkins) pay for sending the registers out?"

Answer: "No; the purchaser pays that."

Mr. Thomas: "What do you charge for these registers?"

Answer: "We charged you forty cents each for a small lot of 400, the last order."

Neuralgia And Other Pain.

All pain in any disease is nerve pain, the result of a turbulent condition of the nerves. The stabbing, burning, agonizing pain that comes from the prominent nerve branches, or sensory nerves, is neuralgia, and is the "big brother" of all the other pains.

Dr. Miles' Anti-Pain Pills rarely ever fail to relieve these pains by soothing these larger nerves, and restoring their tranquility.

Dr. Miles' Anti-Pain Pills leave no bad after-effects, and are a reliable remedy for every kind of pain, such as headache, backache, stomachache, sciatica, rheumatism and neuralgia.

They also relieve Dizziness, Sleeplessness, Nervousness, Car-Sickness, and Distress after eating.

"For many years I have been a constant sufferer from neuralgia and sciatica, and have never been able to obtain any relief from various headache powders and capsules, until I took Dr. Miles' Anti-Pain Pills. They always cure my headache in five minutes time." FRED R. SWINGLEY, Chief of Rail, Atlantic City, N. J.

Dr. Miles' Anti-Pain Pills are sold by your druggist, who will guarantee that the first package will benefit. It is sold in bottles of 25 cents, 50 cents, and \$1.00. It is sold by Dr. Miles Medical Co., Elkhart, Ind.

See would show, and these were in custody of Mr. Jenkins.

Wanted the Contract.

Mr. Jenkins then stated that all he knew was that his firm found the account as Thomas & McGilvray, and it has so continued ever since. He did not know how it got there. It was up to Mr. Hill to show the letters and contracts, added Mr. Jenkins.

"Can you produce the contract?" asked Mr. Tyler of Mr. Hill.

Mr. Thomas interposed: "I have a letter in my pocket from Mr. Hill on the subject."

Major Anderson: "We want the original contract. Was there a written contract?"

Mr. Howard then read from old official reports, accounts of the adoption of the Holland and of the Thomas register, showing that the department had been using the register since 1888. He also read from the official department of the Virginia School Journal, a rather eulogistic notice of the Register, written by Dr. John L. Buchanan or purporting to be from "those who are interested in the work of the department."

Mr. McGilvray further stated that he had heard no complaints of the book until Mr. Eggleston made his complaint. He then praised the Register, and declared that it would last from four to six years and in some short-term schools seven years. The district boards pay for the register and own them.

Secretary Brent again interposed a question, eliciting the information that there was much labor in compiling a register.

In answering Mr. Patterson's question, McGilvray pointed out the difference between the Register and the other books. He stated that since 1888, Mr. McGilvray had been using the Register, and that he had never had any pecuniary interest in the Register.

Mr. McGilvray here interposed to say: "I have not now and have never had any pecuniary interest in the Register. Inasmuch as the gentleman (Mr. Eggleston) seeks to involve me, I desire to be represented by counsel."

Was Never Consulted.

Major Anderson: "Have you ever been consulted by Mr. Thomas in reference to these accounts?"

Answer: "No, sir."

Mr. McGilvray: "I did not know it myself until now."

Mr. McGilvray reiterated his connection with the compilation of the Register, and then Mr. Patterson asked: "Could the Register have been copyrighted?"

Mr. McGilvray: "That is a legal question."

Mr. Howard came to his client's assistance and answered: "No." He referred to decision on this point.

The Governor sought to expedite matters. Mr. McGilvray was allowed to stand aside and Colonel J. V. Biddgood deposed and gave some corroborative testimony as to the publication and cost of the old Register, but stated that he knew nothing about the new one.

Mr. McGilvray: "No, there was never a formal contract. Mr. Jenkins added that it was usual with his firm to make contracts by letter."

Major Anderson inquired for the letter book.

Mr. Patterson asked: "Would you have permitted the account to be kept in the name of Thomas & McGilvray without authority?"

By Mr. Hill: "We might have done so to distinguish this from another account with Mr. Thomas."

Can you tell how long the account has been kept so?"

Answer: "No, sir."

Mr. Patterson inquired when the initial contract was made and Mr. Thomas stated: "I have the letter here."

The board, however, wanted the contract, rather than the letter.

Mr. McGilvray Testifies.

Mr. Hill stood aside and Mr. Howard placed Mr. McGilvray on the stand.

"Have you ever had any pecuniary interest in the Register?" asked Mr. Patterson.

Answer of Mr. McGilvray: "No, sir."

Mr. McGilvray testified to his share in the compilation of the Register, and that he had never had any pecuniary interest in the Register.

Mr. McGilvray: "I certainly did not, and never heard of it until today." The statement was very emphatic.

Mr. Eggleston gave an explanation how the account appeared in your name and Mr. Thomas's."

Mr. McGilvray: "It was known that I aided in the preparation of the Register, and I confess I was rather proud of the book and I was anxious to make out their accounts."

Mr. Thomas on the Stand.

Mr. P. P. Thomas, owner of the Register, was questioned. He carried one arm in splints, and as he was about to take a step, he was pulled away and he fell to the floor, but escaped injury.

Questioned by Mr. Howard, Mr. Thomas stated that he owned the Register and had made the book, consulting Mr. McGilvray in the work. He stated that it was a matter of three or four months. He would not have hesitated to consult any member of the board, but he did not do so. He stated that Mr. McGilvray's only in the sense of joint compilation, but in every other sense his own. Mr. McGilvray having

no pecuniary interest whatever. He had not authorized the account to be kept in the name of Thomas and McGilvray. The Register was the property of Mr. McGilvray, and he was the one who made it out. He would have gone on and collected them.

Mr. McGilvray had read into the record a certificate from John T. West, former publisher of the Register, and Mr. McGilvray, he would not have hesitated to accept them. None were so ready to show that the board had made out, he would have gone on and collected them.

Mr. Eggleston asked a question of Mr. Thomas: "Did you ever give any money voluntarily by Mr. West May 31, 1903. The statement is a formal certificate, and that Mr. Thomas was the sole owner, and that no one else had any interest whatever in the register."

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Ribbons That Were Formerly Cheap